

**ASSIGNMENT OF COMMERCIAL CONTRACT FOR PURCHASE OF REAL ESTATE**

THIS ASSIGNMENT is made by Michael Munier (hereinafter referred to as "Assignor") to The City of Daytona Beach, (hereinafter referred to as "Assignee") as of the date of last signature below.

WITNESSETH:

WHEREAS, Assignor has entered into a certain Commercial Contract with Domco, Inc. as "Seller", and Assignor as "Buyer", which Agreement was executed on March 13, 2018, by said Assignor, and on March 14, 2018, by said Seller, for the purchase and sale of certain real property being, lying, and situated at 730 East International Speedway Boulevard, Daytona Beach, Volusia County, Florida, and more particularly described in said Commercial Contract, copy of said Contract being attached hereto as Exhibit "A"; and,

WHEREAS, Assignor has provided an executed Tenant Estoppel Letter establishing that leasehold interests in the property will terminate prior to closing; a copy of said Tenant Estoppel Letter is attached hereto as Exhibit "B"; and,

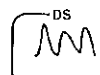
WHEREAS, Assignor desires to assign, transfer, sell, and convey to Assignee all of Assignor's right, title, and interest in, to, and under said Commercial Contract; and,

WHEREAS, Assignee is desirous of receiving all of Assignor's right, title, and interest in, to, and under said Commercial Contract;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of is hereby acknowledged, Assignor has assigned, transferred, sold, and conveyed, and by these presents does hereby assign, transfer, sell, and convey unto Assignee all of Assignor's right, title, and interest in, to, and under said Commercial Contract.

Assignee shall reimburse Assignor the real estate deposit amount of \$25,000, as provided in the Commercial Contract, for which the Assignee shall receive full credit upon closing pursuant to the terms of that Contract.

Assignee hereby assumes all of Assignor's duties and obligations under said Commercial Contract.



Assignor does hereby remise, release and quitclaim all right, title and interest in and to both the Commercial Contract and the Property.

Witnesses as to Assignor:

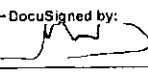
1<sup>st</sup> witness: Taige A. Frame

Printed name: Taige A. Frame

2<sup>nd</sup> witness: Carl Lentz

Printed name: CARL LENTZ

Michael Munier

By:   
19E60AA01BD945C

Date: 4/16/2018

Attest: 

Witnesses as to Assignee:

1<sup>st</sup> witness: \_\_\_\_\_

Printed name: \_\_\_\_\_

2<sup>nd</sup> witness: \_\_\_\_\_

Printed name: \_\_\_\_\_

The City of Daytona Beach

By: \_\_\_\_\_  
Derrick R. Henry, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Letitia LaMagna, City Clerk

Approved as to Legal Form:

\_\_\_\_\_  
Robert Jagger, City Attorney

**Commercial Contract**1. **1. PARTIES AND PROPERTY:** Michael Munier, and/or any Assigns ("Buyer")2. **agrees to buy and** Domco Inc ("Seller")3. **agrees to sell the property as; Street Address:** 730 East International Speedway Blvd, Daytona Beach FL 32118

4.

5. **Legal Description:** Volusia County Parcel Number; 091533080400116. LOTS 1 & 2 EXC E 86 FT BLK 4 DAVIS DAYTONA MB 5 PG 141 PER OR 2481 PG 00497. **and the following Personal Property:** N/A

8.

9. **(all collect/ely referred to as the "Property") on the terms and conditions set forth below,**10. **2. PURCHASE PRICE:**11. **(a) Deposit held in escrow by** Rice Law Firm \$ 25,00012. **("Escrow Agent")** (checks are subject to actual and final collection)13. **Escrow Agent's address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_14. **(b) Additional deposit to be made to Escrow Agent within** \_\_\_\_\_ **days after Effective Date** \$ \_\_\_\_\_15. **(c) Additional deposit to be made to Escrow Agent within** \_\_\_\_\_ **days after Effective Date** \$ \_\_\_\_\_16. **(d) Total financing (see Paragraph 5)** \$ \_\_\_\_\_17. **(e) Other** \$ \_\_\_\_\_18. **(f) All deposits will be credited to the purchase price at closing. Balance to close, subject**  
19. **to adjustments and prorations, to be paid with locally drawn cashier's or official bank**  
20. **check(s) or wire transfer.** \$ \_\_\_\_\_21. **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by Seller  
22. **and Buyer and an executed copy delivered to all parties on or before** 3/23/18, this offer will be  
23. **withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3**  
24. **days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the**  
25. **last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.**  
26. **Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5**  
27. **days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending**  
28. **on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the**  
29. **essence in this Contract.**30. **4. CLOSING DATE AND LOCATION:****30 Days after the**31. **(a) Closing Date:** This transaction will be closed on end of Due Diligence (Closing Date), unless specifically  
32. **extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but**  
33. **not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing**  
34. **Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the**  
35. **insurance underwriting suspension is lifted.**36. **Buyer**  **and Seller**  **acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.**

37\* (b) Location: Closing will take place in Volusia County, Florida. (If left blank, closing  
38 will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

39 **5. THIRD PARTY FINANCING:**

40\* **BUYER'S OBLIGATION:** Within \_\_\_\_\_ days (5 days if left blank) after Effective Date, Buyer will apply for third party  
41\* financing in an amount not to exceed \_\_\_\_\_ % of the purchase price or \$ \_\_\_\_\_, with a fixed interest rate  
42\* not to exceed \_\_\_\_\_ % per year with an initial variable interest rate not to exceed \_\_\_\_\_ %, with points or commitment  
43\* or loan fees not to exceed \_\_\_\_\_ % of the principal amount, for a term of \_\_\_\_\_ years, and amortized over \_\_\_\_\_  
44 years, with additional terms as follows:

45\*  
46 Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any  
47 lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within \_\_\_\_\_ days (45 days if  
48 left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and  
49 (iii) close the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the  
50 mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately  
51 upon obtaining financing or being rejected by a lender. **CANCELLATION:** If Buyer, after using good faith and  
52 reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within \_\_\_\_\_ days (3 days if left  
53 blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract.  
54 If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time  
55 thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the  
56 satisfaction, by closing, of these conditions of Loan Approval related to the Property. **DEPOSIT(S)** (for purposes  
57 of Paragraph 5 only): If Buyer has used good faith and reasonable diligence but does not obtain Loan  
58 Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the  
59 lender fails or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be  
60 returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for  
61 obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract  
62 as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to  
63 retain the Deposit(s) if the transaction does not close.

64\* **6. TITLE:** Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty  
65\* deed ☐ other \_\_\_\_\_, free of liens, easements and encumbrances of record or  
66 known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility  
67 easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be  
68\* subject) \_\_\_\_\_  
69\*  
70 provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the  
71\* Property as \_\_\_\_\_

72\* (a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent  
73\* and pay for the title search and closing services. Seller will, at (check one) ☒ Seller's ☐ Buyer's expense and  
74\* within 5 days ☒ after Effective Date ☐ or at least \_\_\_\_\_ days before Closing Date deliver to Buyer (check one)  
75\* ☒ (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be  
76 discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount  
77 of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the  
78 evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after  
79 Effective Date.  
80\* ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an  
81 existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable  
82 to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies  
83 of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and  
84 certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and  
85 in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of  
86 title.

87\* (b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller  
88 of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or

89\* Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

80\* (2) Buyer delivers proper written notice and Seller cures the defects within 10 days from receipt of the notice  
 81\* ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt  
 82\* by Buyer of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect  
 83\* cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have  
 84\* 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or  
 85\* accept title subject to existing defects and close the transaction without reduction in purchase price.

86\* (c) Survey: (check applicable provisions below)

87\* ☒ (i.) Seller will, within 10 days from Effective Date, deliver to Buyer copies of prior surveys, plans,  
 88\* specifications, and engineering documents, if any, and the following documents relevant to this transaction:  
 89\* Environmental Surveys, (Phase 1/Phase 2), Existing Survey Reports and Documentation already existing

100\* prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this  
 101\* transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the  
 102\* date this Contract is terminated.

103\* ☒ Buyer will, at ☐ Seller's ☒ Buyer's expense and within the time period allowed to deliver and examine title  
 104\* evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals  
 105\* encroachments on the Property or that the improvements encroach on the lands of another, ☐ Buyer will  
 106\* accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be  
 107\* cured within the Curative Period.

108\* (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

109\* 7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is"  
 110\* condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition.  
 111\* Seller makes no warranties other than marketability of title. In the event that the condition of the Property has  
 112\* materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and  
 113\* receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", Buyer  
 114\* waives all claims against Seller for any defects in the Property. (Check (a) or (b))

115\* ☐ (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is"  
 116\* condition.

117\* ☒ (b) Due Diligence Period: Buyer will, at Buyer's expense and within 45 days from Effective Date ("Due  
 118\* Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's  
 119\* intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period,  
 120\* Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary  
 121\* to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and  
 122\* zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of  
 123\* access to public roads, water, and other utilities; consistency with local, state and regional growth management and  
 124\* comprehensive land use plans; availability of permits, government approvals and licenses; compliance with  
 125\* American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections  
 126\* that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and  
 127\* development. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of  
 128\* Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice  
 129\* requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its  
 130\* agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the  
 131\* purpose of conducting inspections; provided, however, that Buyer, its agents, contractors and assigns enter the  
 132\* Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses,  
 133\* damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any  
 134\* person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage  
 135\* in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written  
 136\* consent. In the event this transaction does not close, (1) Buyer will repair all damages to the Property resulting  
 137\* from the inspections and return the Property to the condition it was in prior to conduct of the inspections, and  
 138\* (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the  
 139\* inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's  
 140\* deposit will be immediately returned to Buyer and the Contract terminated.

141\* (c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the

142\* Buyer  ( ) and Seller  ( ) acknowledge receipt of a copy of this page, which is Page 3 of 3 Pages.

143 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and  
144 to ensure that all Property is on the premises.

145 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any  
146 business conducted on the Property in the manner operated prior to Contract and will take no action that would  
147 adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that  
148 materially affect the Property or Buyer's intended use of the Property will be permitted ☒ only with Buyer's consent  
149 ☐ without Buyer's consent.

150 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with  
151 the norms where the Property is located.

152 **(a) Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at  
153 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,  
154 mailboxes, and security systems.



155 **(b) Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing  
156 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and  
157 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or  
158 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

159 **(c) Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable  
160 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each  
161 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its  
162 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,  
163 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium  
164 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant  
165 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender;  
166 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in  
167 ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information  
168 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors  
169 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and  
170 setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security  
171 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and  
172 financing statements.

173 **(d) Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond  
174 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance  
175 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the  
176 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due  
177 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request  
178 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

179 **(e) Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date  
180 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will  
181 pay all installments due and payable on or before the Closing Date, with any installment for any period extending  
182 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the  
183 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing  
184 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially  
185 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last  
186 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and  
187 does not apply to condominium association special assessments.

188 **(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA,  
189 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will  
190 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply  
191 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

192 Buyer  ( ) and Seller  ( ) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

183 Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the  
194 withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the  
195 requirement.

196 **10. ESCROW AGENT:** Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to  
197 receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance  
198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of  
199 escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross  
200 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,  
201 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent  
202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of  
203 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,  
204 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If  
205 Agent is a licensed real estate broker, Agent will comply with Chapter 476, Florida Statutes. In any suit in which Agent  
206 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover  
207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and  
208 charged and awarded as court costs in favor of the prevailing party.

209 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged  
210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-  
211 complying party specifying the non-compliance. The non-complying party will have 5 days (5 days if left blank) after  
212 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

213 **12. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is  
214 not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit  
215 will be returned in accordance with applicable Florida Laws and regulations.

216 **13. DEFAULT:**

217 (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make  
218 the title marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek  
219 specific performance. If Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the  
220 brokerage fee.

221 (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain  
222 all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the  
223 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek  
224 specific performance. If Seller retains the deposit, Seller will pay the Brokers named in Paragraph 20 fifty percent  
225 of all forfeited deposits retained by Seller (to be split equally among the Brokers) up to the full amount of the  
226 brokerage fee. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate  
227 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving  
228 any remedy for Buyer's default.

229 **14. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the  
230 prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable  
231 attorney's fees, costs, and expenses.

232 **15. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or  
233 electronic means. Parties agree to send all notices to addressees specified on the signature page(s). Any notice,  
234 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)  
235 representing a party will be as effective as if given by or delivered to that party.

236 **16. DISCLOSURES:**

237 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales  
238 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial  
239 real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

240 Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

241 proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any  
242 interest in real property. This lien right cannot be waived before the commission is earned.

243 (b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special  
244 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such  
245 liens, if any, shall be paid as set forth in Paragraph 9(e).

246 (c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in  
247 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that  
248 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon  
249 and radon testing may be obtained from your county public health unit.

250 (d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by  
251 Section 553.996, Florida Statutes.

252 **17. RISK OF LOSS:**

253 (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear  
254 the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer.  
255 Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller  
256 will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any  
257 insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such  
258 proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the  
259 Buyer.

260 (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the  
261 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this  
262 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of  
263 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at  
264 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with  
265 and assist Buyer in collecting any such award.

266 **18. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☐ is  
267 not assignable ☒ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment  
268 agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or  
269 plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns  
270 (if assignment is permitted).

271 **19. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller.  
272 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.  
273 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated  
274 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or  
275 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract  
276 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be  
277 construed under Florida law and will not be recorded in any public records.

278 **20. BROKER'S:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to,  
279 a licensed real estate Broker other than:

280 (a) **Seller's Broker:** SVN Alliance Tim Davis  
281 (Company Name) (Licensee)  
282 1275 W. Granada Blvd, Suite 5B, Ormond Beach FL 32174  
283 (Address, Telephone, Fax, E-mail)

284 who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated  
285 by ☒ Seller ☐ Buyer ☐ both parties pursuant to ☒ a listing agreement ☐ other (specify) \_\_\_\_\_

286

287 Buyer  ( ) and Seller  ( ) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.



288\* (b) Buyer's Broker: SVN Alliance Tim Davis  
 289 (Company Name) (Licensee)

290\* 1276 W. Granada Blvd, Suite 5B Ormond Beach FL 32174  
 291 (Address, Telephone, Fax, E-mail)

292\* who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated  
 293\* by ☐ Seller's Broker ☒ Seller ☐ Buyer ☐ both parties pursuant to ☐ an MLS offer of compensation ☒ other (specify)  
 294\* 4% of the gross Purchase Price (on seller and buyer together)

295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to  
 296 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to  
 297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including  
 298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is  
 299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to  
 300 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of  
 301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and  
 302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

303 21. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to  
 304 this Contract):

- |  |  |   |
|--|--|---|
| 305* <input type="checkbox"/> Arbitration                    | <input type="checkbox"/> Seller Warranty                   | <input type="checkbox"/> Existing Mortgage          |
| 306* <input type="checkbox"/> Section 1031 Exchange          | <input type="checkbox"/> Coastal Construction Control Line | <input type="checkbox"/> Buyer's Attorney Approval  |
| 307* <input type="checkbox"/> Property Inspection and Repair | <input type="checkbox"/> Flood Area Hazard Zone            | <input type="checkbox"/> Seller's Attorney Approval |
| 308* <input type="checkbox"/> Seller Representations         | <input type="checkbox"/> Seller Financing                  | <input type="checkbox"/> Other _____                |

309 22. ADDITIONAL TERMS:

321 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE  
 322 ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL  
 323 FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE  
 324 PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE  
 325 EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR  
 326 REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER  
 327 ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL  
 328 REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER  
 329 REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF  
 330 THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS  
 331 AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE  
 332 AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

333\* Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other  
 335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its  
 336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized  
 337 to do so.

338   
 339 \_\_\_\_\_  
 (THOMAS REEMAC)

Date: 3/13/2018

340 Michael Munier  
 341 (Typed or Printed Name of Buyer)

Tax ID No: \_\_\_\_\_

342 Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

343 \_\_\_\_\_  
 344 \_\_\_\_\_

Date: \_\_\_\_\_

345 \_\_\_\_\_  
 346 (Typed or Printed Name of Buyer)

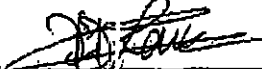
Tax ID No: \_\_\_\_\_

347 Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

348 Buyer's Address for purpose of notice: \_\_\_\_\_

349 Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

350   
 351 \_\_\_\_\_

Date: 3/14/2018

352 Dominique Etienne  
 353 (Typed or Printed Name of Seller)

Tax ID No: \_\_\_\_\_

354 Title: President

Telephone: \_\_\_\_\_

355 \_\_\_\_\_  
 356 \_\_\_\_\_

Date: \_\_\_\_\_

357 \_\_\_\_\_  
 358 (Typed or Printed Name of Seller)

Tax ID No: \_\_\_\_\_

359 Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

360 Seller's Address for purpose of notice: \_\_\_\_\_

361 Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

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362 Buyer  ( ) and Seller  ( ) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

**ADDENDUM TO CONTRACT**

Seller: Domco, Inc.

Buyer: Michael Munier

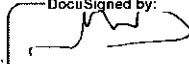
Property Address: 730 East International Speedway

This addendum is made part of the Contract concerning the property referenced above:

Seller must deliver the Property at closing vacant and free of any leaseholds. If Seller fails to do so this contract will be terminable by Buyer and Buyer will be entitled to the return of the deposit.

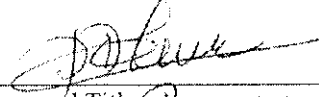
**MICHAEL MUNIER:**

Date: 4/17/2018

DocuSigned by:  
  
Buyer: 19E66AA01B0945C  
Michael Munier

**DOMCO, INC.:**

Date: 4/17/2018

Seller:   
Print Name and Title: President  
Dominique Delaney

## **TENANT ESTOPPEL LETTER**

This **ESTOPPEL LETTER** (this "*Letter*") has been executed this \_\_\_\_ day of \_\_\_\_\_, 2018, by the Former Tenant of 730 East International Speedway Boulevard (the "*Declarant*"), to and for the benefit of Michael Munier, and its successor and assigns ("*Beneficiary*").

### **RECITALS**

**WHEREAS**, the Beneficiary has entered into an agreement for the purchase and sale of certain real property being, lying, and situated at 730 East International Speedway Boulevard, Daytona Beach, Volusia County, Florida (the Property); and,

**WHEREAS**, Declarant is a former tenant of the Property.

**NOW THEREFORE**, Declarant hereby certifies to Beneficiary:

1. The lease on the Property entered into between Declarant and Domco, Inc., ("Lease") dated \_\_\_\_\_ terminated on \_\_\_\_\_.
2. The undersigned is a former tenant on the Property pursuant to the Lease and hereby acknowledges and agrees that the Lease and all right title, and interest under the Lease and any estate created thereby has been terminated, and tenant has completely vacated the premises, as of the date or signature below.
3. Declarant understands that this Letter will be relied on by Beneficiary.

**FURTHER, AFFIANT SAYETH NAUGHT.**

IN WITNESS WHEREOF, this Letter has been executed as of the date and year first written above.

**DECLARANT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_,  
by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_  
\_\_\_\_\_, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_